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Supreme Court of the United States

OCTOBER TERM, 1936.

No. 260.

IN THE MATTER

OF

UNITED CIGAR STORES COMPANY OF AMERICA,

Debtor,

CITY BANK FARMERS TRUST COMPANY,
ASSIGNEE OF FLORENCE H. BUGBEE,

Petitioner,

against

IRVING TRUST COMPANY, AS TRUSTEE OF THE ESTATE OF THE ABOVE-NAMED DEBTOR, *et al.*,

Respondents.

ON PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SECOND CIRCUIT.

Supplemental Brief of John Gerdes and John Godfrey Saxe as Amici Curiae.

JOHN GERDES,
JOHN GODFREY SAXE,
Amici Curiæ.

The Evening Post Job Printing Office, Inc., 80 Lafayette St., New York, N. Y.

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OCTOBER TERM, 1936.

No. 260.

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UNITED CIGAR STORES COMPANY OF AMERICA,

Debtor,

CITY BANK FARMERS TRUST COMPANY, assignee of Florence H. Bugbee,

Petitioner,

AGAINST

IRVING TRUST COMPANY, as Trustee of the Estate of the above-named Debtor, *et al.*,

Respondents.

ON PETITION FOR WRIT OF CERTIORARI.

SUPPLEMENTAL BRIEF OF JOHN GERDES AND JOHN GODFREY SAXE AS AMICI CURIAE

This supplemental brief is filed only to clear up any possible misunderstanding as to whether the *Voight* claim, represented by the *amici curiæ*, is affected by the decision in this case.

The statement in the briefs in opposition to the petition for writ of certiorari that the lease in the *Voight* claim

had been terminated *before* the trustee in bankruptcy had rejected the lease, is a statement of the *contention* of the trustee and not of a conceded fact. Whether the lease was terminated before the rejection is one of the litigated issues.

If this Court affirms the decision of the court below, the *Voight* claim *must* be denied. If, however, this Court reverses the lower court in this case, claimant will have an opportunity to litigate the disputed question as to whether the lease was terminated *before* or *after* the rejection by the trustee.

The *amici curia* are informed that many other claims involve the same disputed question of fact as to whether or not the rejection occurred before or after the termination of the lease. All of these claims will be absolutely barred if this Court sustains the decision of the lower court herein.

Respectfully submitted,

JOHN GERBER,
JOHN GODFREY SAXE,

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CHARLES ELMORE CROPLEY
CLERK

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UNITED CIGAR STORES COMPANY OF AMERICA,

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Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SECOND CIRCUIT.

Motion of John Gerdes and John Godfrey Saxe for leave to file brief and argue as *Amici Curiae*, and Brief of *Amici Curiae*.

JOHN GERDES,
JOHN GODFREY SAXE,
Amici Curiae.

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